

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16575 of 2019

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Narottam Raj S/o Ram Kewal Ram Resident of C/o Pragati Ansh, Beur Jail Road, Health Institute, New Patna Colony, Beur, Anishabad, Patna-800002

... .. Petitioner/s

Versus

1. Hindustan Petroleum Corporation Ltd. Company incorporated under the Companies Act, 1956 having its registered office at 17, Jamshedji Tata Road, Mumbai-400020 through the Chairman cum Managing Director
2. The Chief Area Manager Hindustan Petroleum Corporation Ltd., having its regional office at 6th Floor, Lok Nayak Jaiprakash Bhawan, Dak Bunglow, Patna-800001.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Gautam Kumar Kejriwal, Advocate.
For the Respondent/s : Mr.Neeraj Kumar Gupta, Advocate

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT

Date : 24-12-2021

The instant case has been taken up for consideration through the mode of Video conferencing in view of the prevailing situation on account of COVID 19 Pandemic, requiring social distancing.

2. The present writ petition has been filed for quashing the letter dated 19.07.2019 issued by the Chief Regional Manager, Hindustan Petroleum Corporation Ltd., Patna Regional Office, Patna whereby and where-under the request made by the petitioner for acceptance of alternate plot of land has not been entertained. The petitioner has further prayed to direct the respondent Corporation to accept the alternate plot of



land offered by the petitioner vide letter dated 17.07.2019.

3. The brief facts of the case, according to the petitioner, are that advertisements were published in the daily news paper on 17.06.2017 and 18.06.2017 inviting applications for grant of LPG distributorship by the respondent Corporation qua the location namely village- Sonhathu within Haspura Block District- Aurangabad, whereupon the petitioner had applied for grant of dealership on 13.07.2017 under SC category. The petitioner had then participated in the draw of lots held on 21.12.2017 and was declared to be unsuccessful. Subsequently, the petitioner was again directed vide letter dated 17.06.2019 to participate in the draw of lots to be held on 22.06.2019, pursuant whereof the petitioner had participated in the draw of lots held of 22.06.2019 and the petitioner had succeeded in the draw of lots, hence the petitioner was called upon to furnish the necessary documents for the purposes of field verification, which the petitioner had submitted vide letter dated 28.06.2019. Thereafter, the petitioner had received a letter dated 01.07.2019 issued by the respondent Corporation whereby and where-under the petitioner was intimated for the first time that the land offered for the showroom did not fall within the village for which the advertisement has been issued, hence, the petitioner



was called upon to furnish alternate plot of land in terms of Clause- 18 of the brochure, which requires a plot of land within the advertised location with deed of conveyance being either sale or lease, duly registered on a date prior to the last date of submission of application. The petitioner vide letter dated 17.07.2019 had furnished a copy of deed of lease executed on a stamp paper of Rs.1000/-, before the last date of submission of the application. Nonetheless, the Chief Regional Manager of the respondent-Corporation, vide the impugned letter dated 19.07.2019 informed the petitioner that the un-registered lease deed submitted by the petitioner in response to the letter dated 01.07.2019 was not acceptable as it did not meet the eligibility conditions as laid down in the Unified Guidelines for selection of LPG distributorship- June 2017 and afforded last opportunity to the petitioner for providing an alternate land for showroom within the advertised location, meeting the eligibility criteria as laid down under Clause- 8(i) and 8(j) of the unified guidelines. It was also stated in the said letter that if the offer for alternate letter is not received within 15 days, it would be presumed that the petitioner does not have any alternate land and the Management would proceed further with respect to cancellation/ rejection of the candidature of the petitioner.



4. The learned counsel for the petitioner has referred to various clauses of the brochure of unified guidelines for selection of LPG Distributors- June 2011 (hereinafter referred to as the "Unified Guidelines"). The learned counsel for the petitioner has taken this Court to Clause-8 of the Unified Guidelines to show the eligibility criteria required to be fulfilled by the applicants and has referred to clause-j thereof i.e. the one pertaining to showroom, relevant portion whereof is reproduced herein below:-

“Opportunity to offer alternate land for Godown and / or showroom.

In case if the offered land for Godown and/or offered land for showroom by the selected candidate which is shown in the application is found not meeting the eligibility conditions / requirements as stipulated in the advertisement/ brochure/ application at the verification (FVC) stage, then one time option of offering the alternate land will be available to all the selected candidates by providing 15 days' time period, and in case any alternate land is offered by the selected candidate, the same is to be owned by the applicant/member of the 'Family Unit'/ parents (includes Step Father/Step Mother), grandparents (both maternal and paternal), Brother/Sister (including Step Brother & Step Sister), Son/Daughter (including Step Son/Step Daughter), Son-in-law/Daughter in-law;



of the applicant or the spouse (in the case of married applicant) as on the last date for submission of application as specified either in the advertisement or corrigendum if any.”

5. The learned counsel for the petitioner has also referred to clause- 18(b) of the Unified Guidelines, which is quoted herein below:-

“18(b): During the FVC process, in case land mentioned by the applicant for godown/ showroom in his application is found not meeting the eligibility conditions/ requirements as stipulated in the advertisement/ brochure/ application form and if the applicant is having any alternate land in his name/ member(s) of the family unit as per the definition of family unit for land of the applicant with date of registration of sale/ lease on or before the last date for submission of application as specified either in the advertisement or corrigendum (if any), the same can be considered at the time of FVC. However, the same if considered has to be duly verified for its suitability during the FVC in case at the time of FVC, it is found that the all weather motorable road providing access to the Go-down land is not available and if the candidate expresses his/ her inability to ever provide the same, the candidate can offer an alternate land meeting the eligibility criteria. Such alternate land if considered has to be duly verified during the FVC for its suitability for providing L.P.G go-down and showroom



facility as mentioned herein above.”

6. The learned counsel for the petitioner has submitted that though option has been given to the candidates to offer alternate land, however, it has been stipulated that the date of registration of sale/ lease should be on or before the last date for submission of application as specified in the advertisement, which is arbitrary and unfair. In this connection, the learned counsel for the petitioner has referred to a judgment rendered by a Id. division Bench of the Hon’ble Calcutta High Court dated 13.9.2018 passed in CAN No. 809/2018 (**Chhanda Koley vs. Bharat Petroleum Corporation Ltd. and others**), paragraphs no. 11,12 and 14 whereof are reproduced herein below:-

"11. Before us, Mr. Saha Roy, the learned advocate for the appellant urged that, although, the last date for submission of the application as per the advertisement was October 12, 2012, but, even upto March 15, 2017 the respondent no. 9 did not have land which satisfied the requirements of Clause 7.1 (VI) and (VII) of the said guidelines of 2011. The lease hold land offered by the respondent no. 9 was in fact 'Barga' land and by suppressing the said fact the respondent no. 9 had misled the BPCL authority, and the LOI dated February 24, 2014 was issued. He urged that on the date of the application the land offered for construction of the godown was encumbered, which



was not permissible. According to him, the BPCL authorities were trying to extend favours to the respondent no. 9 by allowing him to offer alternate land, the lease in respect of which was obtained much after the cut-off date, that is, as late as March 2017 and as such the action of the BPCL authorities was arbitrary and in violation of the guidelines. He relied on two judgments, namely, Bishnu Biswas & Ors. Vs. Union of India, reported in (2014) 3 WBLR (SC) 455 and P. Mahendran & Ors. Vs. State of Karnataka, reported in AIR 1990 SC 405. Bishnu Biswas and Ors. (supra) was relied upon by Mr. Saha Roy, in order to establish that once the game has started, the rules could not be changed till the game was over. The other decision relied upon by Mr. Saha Roy was the case of P. Mahendran & Ors. (supra). He asserted that no retrospective effect should be given to any amendment unless it is expressly provided for or the retrospective effect could be given by necessary implication. According to him, the record note dated July 15, 2015 should not be given retrospective effect inasmuch as, in the guidelines, the provision of offer of alternate land was not available, nor was it provided for in the advertisement.

12. The provisions of Clause 7.1 (VI) & (VII) of the said guidelines, 2011 contained the eligibility criteria regarding ownership of land. The same read as follows:

"7.1 (VI). Should own a plot of land of adequate



size (within 15 km from municipal/town/village limits of the location offered in the same State) for construction of godown for storage of 8000 Kg of LPG in cylinders or ready LPG cylinder storage godown as on the date of application. As per Gas Cylinder Rules 2004, the floor area of the storage shed for storing 8000 Kg of LPG in cylinders should be 80 sq meters. The length of the storage shed should not be more than 1.5 times of width of storage shed. There should be clear minimum safety distance of 7 metres between storage shed and the boundary wall/fencing. The plot of land with minimum dimension of 26.15 metres by 27 metre is adequate. It should be freely accessible through all weather motorable approach road (public road or private road of the applicant connecting to the public road) and should be plain, in one contiguous plot, free from live overhead power transmission or telephone lines. Canals/Drainage/Nallahs should not be passing through the plot. The land for construction of LPG godown should also meet the norms of various statutory bodies such as PWD/Highway authorities/Town and Country Planning Department etc. In case an applicant has more than one suitable plot for construction of godown for storage of minimum 8000 Kg of LPG in cylinders or ready LPG cylinder storage godown as on the date of application, the details of the same can also be



provided in the application.

7.1 (VII). Own a suitable shop minimum size 3 metres by 4.5 metre in dimension or a plot of land for construction of shop of minimum size 3 metres by 4.5 metre at the advertised location or locality as specified in the advertisement as on the date of application. It should be easily accessible to general public through a suitable approach road. In case an applicant has more than one shop of minimum size 3 metre by 4.5 metre in dimension or a plot of land for construction of shop of minimum size 3 metre by 4.5 metre at the advertised location as specified in the advertisement as on the date of application, the details of the same can also be provided in the application."

14. 'Own' has been defined as follows:

'Own' means having ownership title of the property or registered lease agreement for minimum 15 years in the name of applicant/family member as defined in multiple distributorship norm of eligibility criteria. In case the land is jointly owned by the applicant/member of 'Family Unit'(as defined in multiple dealership /distributorship norm) with any other person(s) and the share of the land in the name of applicant/member of the 'Family Unit' meets the requirement of land including the dimensions



required, then that land for godown/showroom will also qualify for eligibility as own land subject to no objection from other owner(s)".

7. The learned counsel for the petitioner has also referred to Clause 1(w) of the Unified Guidelines, which is reproduced herein below:-

“1.w. ‘Ownership’ or “Own” for godown / showroom for Sheheri Vitrak, Rurban Vitrak, Gramin Vitrak and Durgam Kshetriya Vitrak Type of Distributorship means having:

a. Ownership title of the property

Or

b. Registered lease deed having minimum 15 yrs of valid lease period commencing on any day from the date of advertisement up to the last date of submission of application as specified either in the advertisement or corrigendum (if any).

Additionally, applicants having registered lease deed commencing on any date prior to the date of advertisement will also be considered provided the lease is valid for a minimum period of 15 years from the date of advertisement. The applicant should have ownership as defined under the term ‘Own’ above in the name of applicant / member of “Family Unit” (as defined in multiple dealership / distributorship norm of eligibility criteria)/parents (includes Step Father/Step



Mother), grandparents (both maternal and paternal), Brother/Sister (including Step Brother & Step Sister), Son/Daughter (including Step Son/Step Daughter), Son-in-law/Daughter in-law of the applicant or the spouse (in case of married applicant) as on last date for submission of application as specified either in the advertisement or corrigendum (if any). In case of ownership/co-ownership by family member(s) as given above, consent in the form of a declaration from the family member(s) will be required.

In case the share of land in the jointly owned property by the applicant / member of 'Family Unit' as defined in multiple dealership / distributorship norm)/parents & grandparents (both maternal and paternal) of the applicant or the spouse with any other person(s) meets the requirement of land including the dimensions required, then that land for godown/showroom should qualify for eligibility as 'own' land subject to submission of 'No Objection Certificate' in the form of declaration from other owner(s)."

8. Much has been argued by the learned counsel for the petitioner by referring to clause 1(w), 8(j) and 18(b) to submit that the same are in conflict with each other. Nonetheless, it is submitted that the conditions mentioned in Clause 18(b) of the Unified Guidelines is not a mandatory condition and not binding on the petitioner, as such the date of registration of the lease deed is immaterial, once the petitioner is ready to furnish a lease



deed commencing from a period before the date of submission of the application. In this connection, the learned counsel for the petitioner has referred to a judgment rendered by the Hon'ble Apex Court, reported in (2003) 10 SCC 681 (**K. Vinod Kumar vs. S. Palanisamy & Ors.**), paragraph no. 8 whereof is reproduced herein below:-

“8. So far as the requirement of Instruction (g) as stated above is concerned, it does not appear to be mandatory. The purpose of furnishing particulars of land in the application is to enable a determination as to whether the specified place would accommodate the godown facilities and distributorship arrangements from a commercial angle. This requirement is mandatory but satisfying the requirement at the stage of making the application is only directory. The particulars of such land can be made available even subsequent to the filing of the application, and may even be subsequent to the selection. The consequence of failure to make the suitable land available within a period of two months from the date of selection is that the selection of such candidate would be liable to be cancelled.”

9. The learned counsel for the petitioner has referred to Section 47 of Registration Act 1908 and has submitted that date of registration is mere authentication of an instrument by the registering officer and has nothing to do with the rights and



liabilities of the parties to the instrument once the parties have agreed to accrual of rights to each other from a specific date.

10. Per contra, the learned counsel for the respondent Corporation has submitted that in pursuance to the advertisement floated by the respondent Corporation on 17.06.2017, wherein the last date for applying was stipulated as 18.07.2017, the petitioner had applied for the preferred rural location of village- Sonhathu, Gram Panchayat- Sanhathu, Block Haspura, District- Aurangabad under the SC category. Thereafter, the petitioner and other eligible candidates were invited for participating in the lottery/ draw of lots which was held on 21.12.2017 however, the petitioner could not succeed and his candidature got rejected. Nonetheless, a re-draw was conducted on 22.06.2019 wherein the petitioner was declared as the successful candidate, hence, as per Rule 17 of the Unified guidelines, the petitioner was directed to deposit an amount equivalent to 10% of the security deposit i.e. a sum of Rs. 20,000/- along with relevant documents which was submitted on 28.06.2019. where-after, a field verification was conducted as per Clause-18 of the Unified Guidelines and the documents submitted by the petitioner were reviewed and verified, during the course of Field verification Credentials (FVC) it was



observed that the land offered by the petitioner for showroom was not in the advertised location which was the required eligibility criteria as stipulated in Clause-8j of the Unified Guidelines, hence, as per clause 18.b of the Unified Guidelines, the petitioner was given an opportunity to offer any alternate land vide letter dated 01.07.2019, having ownership of such land on or before the last date for submission of application as specified either in the advertisement or corrigendum (if any).

11. It is further submitted by the learned counsel for the respondent Corporation that in response to the opportunity granted to the petitioner to offer an alternate land, vide letter dated 01.07.2019, the petitioner had submitted an unregistered lease deed on a stamp paper of Rs. 1000/- dated 11.07.2017 executed by land owner Sri Ramjanam Singh, Sri Bipin Bihari Singh and Sri Mritunjai Singh in favour of the petitioner for a period starting from 11.07.2017 to 10.07.2032, appertaining to the land situated at Mauza- Sonhathu, bearing Khata no. 223 and 272, Plot nos. 1385 and 1382/1382/1383. It is also submitted that the unregistered lease deed submitted by the petitioner on 17.07.2019 could not be considered by the respondents as per the eligibility conditions/ requirements as stipulated in the advertisement/ brochure/ application form



which specifically states that the applicant should be having any alternate land, which should be owned by the applicant/member of the 'Family Unit'/ parents (includes Step Father/Step Mother), grandparents (both maternal and paternal), Brother/Sister (including Step Brother & Step Sister), Son/Daughter (including Step Son/Step Daughter), Son-in-law/Daughter in-law; of the applicant or the spouse (in the case of married applicant) as on the last date for submission of application as specified either in the advertisement or corrigendum if any. The terms and conditions for considering the alternate land offered by an applicant is also mentioned in clause 18 b of the Unified Guidelines which has to be strictly followed for selection of distributors for LPG, which also provides that in case the land mentioned by the applicant for godown/ showroom in his application is found not meeting the eligibility conditions/ requirements as stipulated in the advertisement/ brochure/ application form, during the FVC process, and if the applicant is having any alternate land in his name/ member(s) of the family unit as per the definition of family unit for land of the applicant with date of registration of sale/ lease on or before the last date for submission of application as specified either in the advertisement or



corrigendum (if any), the same can be considered at the time of FVC.

12. The learned counsel for the respondent Corporation has further stated that the unregistered lease deed submitted by the petitioner could not be accepted as the lease deed did not meet the eligibility condition/ requirement as laid down in the Unified Guidelines, therefore, vide letter dated 19.07.2019, the impugned letter which is under challenge, the petitioner was informed that the unregistered lease deed submitted by the petitioner in response to the letter dated 01.07.2019 was not acceptable as it did not meet the eligibility conditions as laid down in Unified Guidelines for Selection of LPG Distributors- June 2017. Further, in line with clause 18b of the Unified Guidelines, the petitioner was afforded a last opportunity for providing an alternate land for showroom within the advertised location meeting the eligibility criteria as laid down in clause 8j of the Unified Guidelines. It was further stated in the said letter that if the offer for alternate land is not received within 15 days from the receipt of the letter then it would be presumed that the petitioner does not have any alternate land and the management would proceed further with respect to cancellation/ rejection of candidature of the petitioner and the final decision taken in this



regard would be soon communicated to the petitioner. It is submitted that the alternate land offered by the petitioner was unregistered whereas the Unified Guidelines for selection of LPG dealers are explicit and unambiguous and the Respondent-Corporation is duty bound to follow the same in totality and clause 1(w) of the same categorically stipulates and requires possessing a Registered lease deed having minimum 15 years of valid lease period commencing on any day from the date of advertisement up to the last date of submission of application as specified either in the advertisement or corrigendum (if any). It is submitted that to put it simply, the aforesaid clauses stipulate that the land offered by the candidates should be registered for a minimum 15 years having valid lease starting on any day from the date of advertisement upto the last date of submission of application specified in the advertisement or corrigendum (if any) and furthermore, such registered lease deed should be commencing from a period prior to the date of advertisement subject to the same being valid for a minimum period of 15 years from the date of advertisement. These conditions are also stated to be applicable to the alternate land offered by the candidate, as enumerated in clause 18b of the Unified Guidelines. However, in the present case, the alternate land



offered by the petitioner did not meet these criteria's, which are universal and applicable to all the candidates, as such the petitioner was given last opportunity vide letter dated 19.07.2019 to provide an alternate land for showroom within the advertised location meeting the eligibility criteria as laid down in clause 8j of the Unified Guidelines, failing which it was postulated that his candidature would be processed for cancellation.

13. It is also submitted by the learned counsel for the respondent Corporation that the petitioner had applied after understanding all the terms and conditions stipulated in the advertisement as also in the applicable Unified Guidelines, which bears his testimony and now the petitioner cannot take any misconceived pleas, as above. The claim of the petitioner about not having got the lease deed of the offered land registered on account of high applicable cost are based on notional and frivolous grounds as he was very well aware that the process and date of registration cannot exceed the cut-off date i.e the last date of submission of the application specified in the advertisement or corrigendum (if any). It is submitted that the respondent Corporation is a public entity and has to follow the Guidelines strictly in its true letter and spirit in order to



ensure that all candidates are treated as equals without any iota of biasness or arbitrariness. It has been also been submitted that the Respondent Corporation selects Dealers / Distributors strictly adhering to the procedures laid down in the Unified Guidelines and the respondent authorities have till date been appointing candidates without any discrimination, in consonance with the Unified Guidelines, thus any tinkering or relaxation on this front would have devastating and gigantic effect on the entire selection process which can and certainly will open a Pandora Box and create a chaotic situation giving rise to multiplicity of litigations.

14. It is submitted that the endeavour and intention of the Respondent- Corporation towards the petitioner was always positive as it, vide letter dated 19.07.2019, reiterated and instructed him to provide another piece of land within fifteen days, but the petitioner failed to do so and has erroneously preferred the instant writ petition which is misconceived and lacks credence as also is devoid of either any substantial question of law or facts. It is submitted that the petitioner has made false averments about manner and mechanism of scrutiny inasmuch as all rules, procedures and guidelines have been followed by the Respondent Corporation without even slightest



of deviation. It is also submitted that there is no fault in the decision making process and in fact during the pendency of the present writ petition, in view of the earlier letter dated 19.07.2019 as also in light of the procedure laid down in the Unified Guidelines, the candidature of the petitioner has been cancelled and as per Clause 26(b) of the applicable guidelines, the amount of Rs. 20,000/-, deposited by the petitioner, has been forfeited vide letter dated 25th September 2019, duly communicated to the petitioner by registered post dated 26.09.2019.

15. The learned counsel for the respondent Corporation has referred to a judgment rendered by the learned Division Bench of this Court, reported in *2012 (2) PLJR 783 (M/S Indian Oil Corporation Limited vs. Raj Kumar Jha)*, paragraphs no. 9 and 10 whereof are reproduced herein below:-

“9. We are of the opinion that the Corporation being the State within the meaning of Article 12 of the Constitution is supposed to act fairly, reasonably and uniformly and has to be objective in its approach. Once the standard is set out in the advertisement, the Corporation has to adhere to the said standard without any variation. In case, the Corporation allows any alteration the same will amount to subjective approach which is frowned upon by the Courts time and again.



To remain objective the Corporation is required to adhere to the standards mentioned in the advertisement. In the present case, it is not in dispute that the application made by the writ petitioner was not in conformation with the requirements mentioned in the advertisement. In our opinion, the Corporation was justified in rejecting the application of the writ petitioner.

10. The learned Single Judge ought not to have interfered with the decision of the Corporation which was taken in consonance with the terms and conditions contained in the advertisement. Besides; may be, in the present case it was a mere typographical error. However, there might be a case of mischief or misrepresentation also. It is difficult to draw a line where an error ends and a mischief or misrepresentation begins. The best way to avoid discrimination is strict adherence to the standards mentioned in the advertisement.

16. I have heard the learned counsel for the parties and perused the materials on record. The issue, which this Court has been called upon to adjudicate is very simple and that is as to whether the petitioner has fulfilled the eligibility conditions, as prescribed under Clause-18(b) read with clause-1(w) and Clause 8 (j) of the Unified Guidelines or not?

17. The aforesaid clauses 18(b), 1(w) and 8 (j) of the



Unified Guidelines clearly provide that a candidate offering land for godown/ showroom should be having either ownership title of the property/ land in question or should be having a Registered lease deed having minimum 15 yrs of valid lease period commencing on any day from the date of advertisement up to the last date of submission of application as specified either in the advertisement or corrigendum (if any). In the present case, the petitioner has admittedly failed to produce any registered lease deed of the offered land in consonance with the aforesaid conditions stipulated in the unified guidelines, even after being granted adequate opportunity. Thus, un-registered lease deed submitted by the petitioner has rightly not been accepted by the respondent Corporation in consonance with the provisions contained in Clause 1(w) and clause 18(b) of the Unified Guidelines, hence, this Court finds that the candidature of the petitioner has rightly been rejected by the respondent Corporation vide letter dated 19.07.2019. It may be noted that the petitioner has unnecessarily made the simple issue complex by advancing irrelevant and ambiguous arguments.

18. It would be relevant to mention here that the judgment relied upon by the learned counsel for the petitioner rendered by the learned Division Bench of the Calcutta High



Court in the case of **Chhanda Koley** (supra) is in fact, against the arguments advanced by the learned counsel for the petitioner, in as much as the Hon'ble Calcutta High Court has held that the eligibility conditions could not have relaxed in the case of respondent no.9 of that case, against the mandate of clause 7 of the Unified Guidelines, 2011, since the respondent no. 9 admittedly did not have land free from all encumbrances and land ready for construction of the godown, as on the last date of filing of the application, thus no relaxation could have been granted to him by permitting him to offer an alternate land. As far as the judgment relied upon by the learned counsel for the petitioner, rendered by the Hon'ble Apex Court in the case of **K. Vinod Kumar** (supra) is concerned, the same is distinguishable in the facts and circumstances of the present case, in as much as in the present case though the petitioner was offered opportunity to offer an alternate land but still he failed to produce any registered lease deed pertaining to the said offered land as per the provisions contained in clause 1(w) and clause 18(b) of the Unified Guidelines, which in any view of the matter is a mandatory condition.

19. On the contrary, this Court finds that the Law laid down by the learned Division Bench of this Court, in the case of



Raj Kumar Jha (Supra) fully covers the present case inasmuch as once the standard is set out in the advertisement/ Unified Guidelines, the Corporation has to adhere to the said standard without any variation. In case, the Corporation allows any alteration the same will amount to subjective approach and in order to remain objective, the Corporation is required to adhere to the standards mentioned in the advertisement/the Unified Guidelines, thus the best way to avoid discrimination is strict adherence to the standards mentioned in the advertisement/the Unified Guidelines.

20. Having regard to the facts and circumstances of the case and for the reasons mentioned herein above, this Court finds that the present writ petition is thoroughly misconceived, hence is dismissed.

(Mohit Kumar Shah, J)

Tiwary/-

AFR/NAFR	AFR
CAV DATE	16-08-2021
Uploading Date	27-01-2022
Transmission Date	N/A

